



EXHIBIT B

**Schwartz Associates**

712 Main Street, Suite 1830, Houston, TX 77002

**EXHIBIT  
A**

February 28, 2022

**VIA EMAIL**

Mr. Ross Spence  
Spence Desenberg & Lee, PLLC  
1770 St. James Place, Suite 625  
Houston, Texas 77056

**Re:** Magellan E&P Holdings, Case No. 21-31087 in the United States Bankruptcy Court for the Southern District of Texas, Houston Division.

Dear Mr. Spence:

This letter confirms that you (“Counsel”) as attorney to and on behalf of Ronald J. Sommers, Trustee of the above referenced debtor (“Client”) have retained Schwartz Associates, LLC (“SALLC”) to provide consulting and support services in connection with the above-referenced matter.

W. Marc Schwartz (“Consultant”) will lead this engagement and provide services to the Client at the Client and Counsel’s request and direction. Consultant understands that Counsel and Client are interested in obtaining objective and independent analysis in connection with this matter. If expert opinions and report(s) are required, we cannot assure you that our findings will either support or contradict any particular proposition because we have not completed the required analyses.

The work undertaken by SALLC in connection with this action is being done for and under the direction of Counsel and, accordingly, is part of Counsel’s work product. It is within the scope of attorney-client privilege. SALLC shall not disclose any confidential or privileged information to any third party, subject to the following exceptions: (a) to SALLC’s affiliates, vendors, or agents who provide services in connection with this engagement; (b) with Counsel or Client’s written consent; (c) when legally required to do so; or (d) if such information is available from public sources.

Your client acknowledges the obligation to pay our firm for our services rendered, subject to court approval of our fees, whether arising from your request or whether otherwise necessary as a result of our efforts in this engagement, regardless of the outcome of any litigation related to this engagement, at the billing rates outlined in this engagement letter. W. Marc Schwartz’s current hourly rate is \$690.00 per hour. The current hourly rates for our professional staff, and other experts, that may support the project range from \$95 to \$470 per hour. Our fees are based on our standard hourly billing rates, in effect at the time, for personnel utilized. We reserve the right to alter or increase our hourly rates from time to time in accordance with our customary practice. SALLC will notify Counsel, in writing, if our rates change. In addition to our hourly rates, SALLC will invoice client for any reimbursable



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out-of-pocket expenses incurred such as travel expenses, parking, copies, postage, etc. Travel and standby time will also be billed at these rates.

SALLC will bill you monthly for services rendered and any out-of-pocket expenses incurred. SALLC will require a retainer of \$25,000 but SALLC agrees that it will not draw on the retainer absent Court approval in a written, final order. Applications for compensation will be submitted to the Court for approval from time to time in the discretion of the Trustee, and SALLC will be paid upon final Court approval. At the conclusion of this matter, any unused retainer will be returned to the Trustee.

SALLC's maximum liability relating to services rendered under this letter (regardless of form of action, whether in contract, negligence, or otherwise) will be limited to the charges paid to SALLC for the portion of its services or work products giving rise to liability. In no event shall SALLC be liable for consequential, special, incidental, or punitive loss, damage or expense (including, without limitation, lost profits, opportunity costs, etc.) even if it has been advised of their possible existence.

We agree to hold in confidence and not to disclose to any third parties without your prior written approval any information provided to us in connection with our work for you and any work product we generate for this assignment. We understand and agree that any work product that we generate shall be confidential and may be subject to protective orders or confidentiality agreements relating to this matter. In addition, we will take appropriate steps to segregate all material related to our work in this engagement from other files in our offices.

You understand that we will make no representation as to questions of legal interpretation or sufficiency, for your purposes, of the procedures we intend to follow on this engagement. In addition, our agents and personnel understand that they are subject to and will take reasonable steps to abide by any confidentiality restrictions and protective orders.

Please acknowledge your agreement with the terms of this engagement letter and have your client do the same by signing and dating below. Once executed, a copy will be delivered to you via email. If you have any questions regarding this engagements letter, please call me at (832) 583-7021.

Very truly yours,

  
W. Marc Schwartz



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**CONFIRMED AND AGREED**

ATTORNEY NAME

By: \_\_\_\_\_

Date: \_\_\_\_\_

Invoices should be sent to:

Name: \_\_\_\_\_

Email: \_\_\_\_\_